



**COMPETITIONS PROGRAM RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

**Race Training, Competition/Race Events**

(PLEASE READ CAREFULLY!!)

**Warning:** All forms of skiing/snowboarding & alpine activities especially but not limited to events, races and other competitions (herein "Racing") have many risks and hazards requiring the deliberate and conscious control and good judgment of the participant in relation to changing variables, terrain and features. Participate only within your ability. Be alert to continually changing weather, visibility and surface conditions along with inherent and other risks including but not limited to: starting gates, finish line equipment, fencing, ropes and enclosures; variations in terrain, surface or subsurface snow or ice conditions; bare spots; rocks, trees, stumps and other forms of forest growth and debris; collisions with lift towers/structures, snowmaking towers and components thereof (all of the foregoing whether above or below the snow surface) and other manmade objects such as snow-grooming equipment, snowmobiles, other skiers/riders and the failure of others to stay in control.

I am fully aware of the hazards and enhanced risks posed by all these forms of alpine activities, especially Racing events and that falls, collisions and serious injuries can and often occur during these activities. I understand that Racing events may take place on steep, icy, and bumpy terrain filled with man-made features and that only I know if the minor participant has the skill, experience and dexterity to successfully complete runs. I understand and acknowledge the minor participant will be given the opportunity to inspect the course prior to the Racing and have been advised to do so. I agree that these challenges as described above or those that can reasonably be inferred therefrom are some of the inherent risks of race training, events, and Racing. I also agree that the inherent and other risks are both obvious and necessary to all alpine activities and Racing events.

Therefore, in consideration of all the above I agree that I will not make any claim nor bring any suit against L.B.O. Holding, Inc., d/b/a Attitash Mountain Resort, WC Acquisition Corp. d/b/a Wildcat Mountain Ski Area, SNH Development Inc. d/b/a Crotched Mountain Ski and Ride, Peak Resorts, Inc., Vail Holdings, Inc. and its owners, affiliates, officers, directors, shareholders, etc. (hereinafter "Releasees") for any damages, injury or death to the minor participant resulting from Releasees alleged negligence or such inherent and other risks, as I have agreed they are defined herein. This contract may also be pled as an affirmative defense to any claim that I might make as a result of any damage, injury, and/or death which the minor participant may sustain as a result of participating in and caused by the inherent and other risks of Racing. I further agree to indemnify, defend, and hold harmless RELEASEES for any claims brought by or on behalf of the minor, including any lawsuits, legal fees, expenses, or settlements.

**Parent/Guardian Acknowledgement:** As the parent/guardian of the minor participant I understand the enhanced risks of serious injuries arising from Racing. I admit that only I know whether the minor participant has the skills and experience to successfully compete in Racing events. I, for myself and my heirs and assigns hereby acknowledge and accept these risks in order for the minor participant to compete in this event. As a parent/guardian with legal responsibility for the minor participant, I hereby represent that I have the authority to sign this agreement for that child. I consent and agree for the minor participant to be bound by this agreement.

I hereby agree that any claim that I may at any time bring against Releasees shall be submitted to the jurisdiction of the State or Federal courts in the state of New Hampshire and no other jurisdiction and shall be governed by New Hampshire law.

I further acknowledge that I have read, agree with, and understand the terms of this contract and that I am signing it freely. I also agree to abide by the terms of any rules of conduct for alpine activities posted by Releasees or contained in its seasonal trail maps and brochures. I agree that if any portion of this Agreement is determined to be unenforceable by a court of law, all other parts shall remain in full force and effect and that this Agreement shall be binding upon my heirs and assigns.

Participant's name (Please Print)

Signature

Address

City

State

Zip

Name of Parent/Guardian

Signature of Parent/Guardian

**PHOTOGRAPHIC RELEASE**

By initialing below I hereby grant, release and quitclaim to Releasee the right and authority to use, sell, reproduce, and distribute, my or the minor child's photographs, likeness, recorded voice or videotaped filmed appearances for promotional purposes or programs as they in their sole discretion shall deem appropriate. I hereby promise to make no claim or cause of action related to the use of my likeness by Releasee.

\_\_\_\_\_(initials here)